BANGALORE ELECRICITY SUPPLY COMPANY LIMITED

Office of the Chief Engineer (Ele.,), C,O&M,
BMANZ, BESCOM, #8, Nandi Durga Road, Benson Town
Bangalore 560 046

VOLUME-I

SECTION – ITB (INSTRUCTION TO BIDDERS)

Enq. No: CEE/ BMANZ/ SEE (O)/AEE-2/23-24/Enq 9 Dt: 08.08.2023

PREAMBLE:

BESCOM is a distribution company covering Eight Districts of Karnataka having its Corporate Office at K.R Circle, Bangalore.

SCOPE OF THE WORK

The Chief Engineer, C,O&M, BMANZ, on behalf of the Bangalore Electricity Supply Company Limited, invites tender through e-procurement mode from eligible bidders for the works mentioned below under local competitive bidding.

For Security Guards:

a) The Agency participating in the Bid shall be responsible for providing 24 hours security services on all the 365 days of a year to the **C,O&M Cash Counters, Offices & Stores in Bangalore O&M Circles of East & North, BMANZ, BESCOM, Bangalore** as mentioned in the annexure.

b) Prevention and apprehension of trespassers.

c) Providing security cover to the top officers of the company at the premises.

d) Prevention of thefts and pilferages and apprehension of any person attempting these acts and handing them over to concerned BESCOM officials.

e) Controlling incoming and outgoing materials, from each block of the buildings duly checking the relevant document.

f) The person engaged shall be well trained in the usage of fire extinguisher.

g) Provide escort for men, materials and cash as and when required as instructed.

h) Exercise extra vigil after working hours and during holidays of the premises.

i) Performing any other duties not prejudicial to the nature of duties they can be entrusted by the company.

j) The security guard on duty should leave the place of working only after the reliever reports for duty.

1.0 The Chief Engineer (Ele.,), C,O&M, BMANZ, BESCOM, #8,Nandi Durga Road, Benson Town Bangalore 560 046 on behalf of Bangalore Electricity Supply Company Limited, invites tender vide Enquiry No **: CEE/ BMANZ/ SEE (O)/AEE-2/23-24/Enq 9 Dt: 08.08.2023** in two parts (Techno Commercial Bid and Price Bid) through **e-procurement portal (www.kppp.karnataka.gov.in)** Providing the services **of 118 number of security guards out of which 96 with Gun and 22 without Gun to the various C,O&M Cash Counters ,Offices and Stores of East & North circles in BMANZ, BESCOM, Bangalore for a period of one year on contract basis** Bids not covering the entire specified scope shall be treated as incomplete and rejected.

1. Enquiry No.	**CEE/ BMANZ/ SEE (O)/AEE-2/23-24/Enq 9 Dt: 08.08.2023**
2. Tender processing fee	**Refer e-procurement website www.kppp.karnataka.gov.in**
3. Earnest Money Deposit	**Rs.5,20,959/-**
4. Date of availability of Bids	**From 11.08.2023 to 11.09.2023 14:00 Hours**
5. Due date for submission of Bids	**11.09.2023 16:00 Hours**
6. Tender System	**Two Cover Tender**
7. a) Date of opening of Techno commercial bid b) Date of opening of Price	a) **On or after 13.09.2022 11:00 Hrs** b) ***Will be opened in e-procurement portal after completion of techno***

Bid	***commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.***
8. Scope of the work and Specifications	**Enclosed herewith**
9. Schedule of requirements	**Providing the services of Security Guards: Total 118 number of security guards out of which 96 with Gun and 22 without Gun.**
10. General Terms and Conditions	**Enclosed herewith**

2.0 Issue of Tender documents.

Bidders can download the tender documents from e-procurement portal from **11.08.2023 14:00 Hours** (Free of cost) till **11.09.2023 16:00 Hours** and techno commercial bid will be opened on or after **11.09.2022 11:00 Hrs.**

3.0 Submission of tender documents

All the Tender Documents shall be submitted through e-Procurement Portal only on or before Last date of bid submission as mentioned in e-Procurement Portal.

The techno commercial bids will be opened on or after **13.09.2022 11:00 Hrs.** mentioned in the e-Procurement Portal. Date of opening of Price Bids will be intimated at a later date.

4.0 PRICES

The Rates shall be firm and no variation allowed.

The Rates for Providing Security Services to **C,O&M Cash Counters, Offices & Stores in Bangalore O&M Circles East & North in BMANZ, BESCOM, Bangalore** be quoted as per the “Minimum Wages” fixed in the latest Govt. Notification.

a) BESCOM reserves the right to accept/reject any/all Tender Tenders, without assigning any reason.

b) The quotation shall be valid for **180 days** from the date of opening of the tenders.

c) If the date of opening of Tender happens to be a Holiday in case of unforeseen condition the tender opening due date if declared as holiday/ for any reason or for unforeseen circumstances, the tender will be opened on the immediate next working day.

5.0 QUALIFYING REQUIREMENTS

	Qualifying Requirement Details	Instructions to upload the Documents
A) TECHNICAL CRITERIA		
1	a) The Agency should be registered with the police authorities and should furnish the license issued by the Additional Director General of Police, GOK, for the work of providing security services. Documentary Evidence shall be furnished. b) The agency should have valid registration certificate under Manpower agency. The bidder has to submit registration certificate i.e., Form 'C' issued by the Labour department of Government of Karnataka specifying 'Security Services'.	a) Documentary Evidence shall be furnished b) The bidder has to submit registration certificate i.e., **Form 'C'** issued by the Labour department of Government of Karnataka specifying '**Security Services'**.
2	The agency shall have EPF, ESI, Labour, GST, registration with the respective Government/Central Government authorities and proof of such registration shall be uploaded.	The following documents shall be uploaded. a) EPF Registration certificate with Number & date b) ESI Registration certificate with Number c) & date. c) Bidders PAN Card Number. d) GST registration certificate
3	The Agency should have provided 80% (i.e. 95 numbers) of required numbers of Security services to any department of GoI/GoK/KPTCL/ESCOMs/ or any other public undertaking/Private sectors for a minimum continuous period of two years in the preceding three years as on the date of submission of the bid and work to an extent of 80% of the cost of the work.	The copy of the Contract order/DWA , shall be uploaded. **a**. For having provided the services as above, the performance certificate issued by the competent authority of the respective organization not below the rank of Executive Engineer shall be uploaded. **b.** The bidder has to submit copy of Contract Labour License i.e FORM-VI issued by Labour department of GoK in respect of the above DWA/Contract Order and to be uploaded. **c.** The related documents for having paid the salary through the Bank account to the personnel engaged for the said DWA/contract order for a minimum period of continuous six months shall be uploaded. **d.** The related documents for having remitted EPF, ESI to the account of each personnel engaged with challans for the said DWA for a minimum period of continuous six months shall be uploaded. **e.** Details of statutory payments in respect of GST, EPF and ESI upto the date of tender shall be uploaded

4	The Agency shall be an assesse of Income Tax.	Copy of IT returns in respect of (with all Annexures) preceding five financial years for FY 2021-22, FY 2020-21, FY 2019-20, FY 2018-19 and FY 2017-18 shall be uploaded
5	The annual turnover during any Two of the preceding Five financial years commencing from the FY 2020-21, FY 2019-20, FY 2018-19, FY 2017-18 and FY 2016-17 shall be 100% of the amount put to tender.	Audited balance sheets, profit and loss accounts/income & Expenditure has to be certified by the registered Chartered Accountant of India only shall be uploaded as a proof for the above.
6	The Liquid Assets as on the date of Tender consisting of Cash at Bank+ Term Deposits only ,shall be certified by registered Chartered Accountant of India or availability of fund based credit facility extended by any scheduled Commercial Bank, shall not be less than 50% (i.e. Rs.1,73,65,288/-)of the amount put to tender.	In respect of fund based credit facility, certificate issued by the scheduled commercial bank on or after the date of publication of the tender addressed to "The Chief Engineer (Electy.), BMAZ North , Nandidurga Road , Bangalore-46 "shall be uploaded
7	a). The Bidder should not be Blacklisted /Default of any department of GOI/GOK/KPTCL/ESCOMs/ any other public undertaking/Private sectors. b). The Bidder should not have defaulted in providing manpower services and remittance of EPF, ESI, GST and any other statutory deductions from the department of GOI/GOK/KPTCL/ESCOMs/any other public undertaking/ Private Sectors	a) Self-Declaration shall be uploaded. b) Self-Declaration shall be uploaded.

5.1 The agency shall furnish a self-declaration stating that the information/data furnished as part of their bid is true and correct. Subsequently, if it is found incorrect, such agency will be black listed and further action will be initiated.

5.02 The agency shall furnish the originals of all the documentary proof uploaded for the above mentioned Qualifying requirements, if required.

5.3 The above stated requirements are a minimum and BESCOM reserves the right to request for any additional information if required. BESCOM reserves the right to accept OR reject any tender, without assigning any reason what so ever.

5.4 The Service charges shall be realistic and the bidder shall consider the service charges not less than 5% of the amount payable per person per month.

In case of more than one bidder happens to be L-1 bidder, selection will be on the basis of

Agencies having highest total turnover in last 3 years i.e., **FY 2021-22, FY 2020-21, FY 2019-20.**

The Bidder shall upload all the necessary documentary proof in support of the qualifying requirements in the e-procurement portal. Non-submission of the proof leads to disqualification.

The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.

6. Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting EMD, If they have:

◊ Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor

◊ performance such as not properly completing the contract of financial failures etc.,

◊ The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.

◊Details of Payments Receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and GST.

◊After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action.

- ◊ **Quantities noted above are provisional ,subject to change as per provisions of KTPP Act and likely to alter at the discretion of Zonal Chief engineer (Ele.), which will be binding on the agency, which provides the outsourcing services of Security Services**.
- ◊ From time to time, if there is any increase in the minimum wages as per the act, the same shall be payable by BESCOM.

◊The bidder shall quote the wages and service charges separately.

- ◊ When the minimum wages are increased the amount will be increased in proportion towards wages, if the quoted prices are lesser than the increased amount of minimum wages act.

- ◊ BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

- ◊ The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.

- ◊ The tender not submitted through e-procurement portal and also non-submission of EMD declaration form is liable to be rejected.

◊BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.

- ◊ The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

- ◊ The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.

- ◊ The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate

is left unfilled, it will be treated as there are no deviations and the contractor has accepted the tender conditions.

- ◊ The **Contract is for a period of one year from the date of contract order and extendable for further three months OR till the finalization of next tender whichever is earlier** In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice.
- ◊ It is mandatory that bidder shall quote permissible amount as service charges, separately.
- ◊ The salary of security guards shall not be less than that amount which is fixed by GOK from time to time under the provision of the Karnataka Minimum Wages Act.
- ◊ As per the BESCOM circular No: BESCOM/GM (A&HR)/BC-50/2505/2019-20/ CYS-20 Dt: 05.02.2020, the successful bidder while providing 118 nos. of Security Guards, should ensure that there shall be 15% (i.e., minimum 18 nos) of SC members and 3% (i.e., minimum 4 nos) of ST members without fail.
- ◊ The Bidder shall quote the price in e-procurement portal in the slot provided for uploading the same and has to quote the total amount to be paid per person per month i.e (Minimum wages + EPF+ESI+Service Charges + 18% GST).

6. Supervision:-

Agency shall take the responsibility of inspecting their security staff on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the Security Staff and un-skilled worker provided.

7. Replacement

Agency shall provide continuous service of security staff by making stand by / reserve staff and no void shall be allowed. It is the primary responsibility of

the Agency to provide un-interrupted continuous security staff at the designated locations.

8. Details of Shifts

The normal working hour for the Security Staff on duty shall be as noted below.

Security Services shall be provided on 3 shift basis all the days of the week and for all the 365 days.

1st shift –6:00 AM to 2:00 PM

2nd shift –2:00 PM to 10: 00 PM

3rd shift – 10:00 PM to 6:00 AM

General shift 9.00AM to 6.00PM

However, the timings of the hours of shift are likely to alter at the discretion of zonal Chief engineer (Ele.), which will be binding on the agency, which provides the outsourcing services of Security guards.

The Agency shall make arrangement to provide weekly holidays and other holidays to M/s Security personnel posted on duty by making alternate arrangements.

9. Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, EPF, etc., and any other statutory liabilities to its staff.

BESCOM will not be responsible for non-payment of remunerations to the Security Guards (shift duties), under any circumstances.

10. Mode of payment:-

The successful bidder/agency shall submit pre-receipted bill in triplicate with certification from **the sub-divisional AEE (El), duly**

countersigned by the concerned Superintending Engineer, Elec., for satisfactory completion of the work for payment of remuneration, of the Staff to the Chief Engineer, (Ele.,) C, O&M, BMA North Zone, BESCOM, No: 8, Benson Town Bangalore-560046 before 8th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

It is mand

Bank Account and should enclose the Bank statement showing the name with A/c wise amount credited to each security guard within 8th of every month(current) EPF,ESI Contribution &GST of present month without waiting for the payment from BESCOM.

The above paid challan with name wise statement duly acknowledged by Bank and concerned EPF, ESI and GST department shall be submitted along with Invoice to the Zonal office on or 8th of the every month**.**

1) The payment shall be restricted to the no. of Security guards availed during that particular month as certified by sub-divisional officer and counter signed by SEE, Circle.
2) If a security guard is absent then the proportionate wages will be deducted from the bill and if a security guard is absent for more than 20 days then the entire months' wages will be deducted. In addition penalty of Rs.100 per person will be deducted.
3) The Agency should produce the wages slip to which the agency has paid the wages by crediting to the security guard Bank Account by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual staffs of the said contract order.
4) In case the Contractor fails to fulfil the minimum statutory requirements (ESI/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the BESCOM, in addition to forfeiting of the monthly bills and Performance Security Deposit.

5) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the BESCOM shall make deductions at double the rate of hiring rate on pro rata basis from the bills preferred by the Vendor or that may become due to the Vendor under

6) this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the BESCOM.

12.0 All provisions related as per the Acts noted below shall be provided to the staff's by the Agency only and Agency shall provide all related benefits under these following workmen's Act related to Labour law.

a) Minimum Wages Act.

b) Payment of Wages Act, 1936.

c) Contract Labour (Regulation and Abolition) Act, 1970.

d) Employees PF and Miscellaneous Provision Act, 1952.

e) Employees State Insurance Act, 1948.

f) Workmen's Compensation Act.

g) Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

13.0 The Agency shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

1) Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.

2) Copy of **EPF paid in the formats such as 5A,10,12A and ESI paid in format 7**

3) Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).

4) Copy of GST paid details including GSTR-1 and GSTR-3B form.

5) Each year during the month of December**, Rs. 20/-from each employee has to be deducted towards Labour Welfare Fund and a contribution of Rs.40/-** (each) from the contract agency side has to be paid to Welfare Commissioner, Karnataka Labour Welfare Board, My sugar building 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

14.0 Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Hon'ble Managing Director, Corporate Office, BESCOM, K.R.Circle, Bangalore-1, whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the Contractor and the engaged Security Guard, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

15.0 Risk and Cost Service:

In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BESCOM shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the BESCOM option. However, before such cancellation, the BESCOM shall give four week's notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to BESCOM satisfaction, within the said period of four weeks, BESCOM shall be at liberty to terminate the Work contract in part or whole. BESCOM may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to theBESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the

provisions of this clause. If in the opinion of BESCOM, the service provider shall not be able to correct the fault even after notice, and the BESCOM may terminate the Work contract at the risk and cost of the service provider.

16.0 Two cover Tender

Tender should be in **two** parts namely **Part-I: Techno commercial** Bid containing full technical particulars and commercial terms and conditions.

Part-II: Price Bid containing prices.

17.0 Part I: INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

a. The bid must clearly indicate the name of the bidder, the type of services to be provided.

b. The documentary evidence in respect of qualifying requirements shall be Uploaded by the bidder in the form of Electronic/scanned copies in the e-procurement Portal only by the participating Bidders. Any Documents submitted through hard copies will not be accepted.

c. Annexure documents to be uploaded.

Part II: PRICE PROPOSALS:

The Bidder shall upload the price in the provision provided for uploading the same and **has to quote the total amount to be paid per person per month i.e Minimum wages + EPF+ESI+Service Charges + 18% GST in e-procurement portal.** After calculations, considering 5% service charges, the total amount per person per month works out to be Rs.24527.24. The bidders shall not quote less than the prescribed amount. If for one or the other reason, L1 Bidder quotes less than the above prescribed amount, the concerned bidder will be liable for rejection and the next eligible bidder will be evaluated as L1.

Minimum wages shall be as per prevailing rates approved by the department of Labour, GoK.

The bidders shall submit the break up clearly indicating the separate allowances once selected as L1.

18.0 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

19.0 THE BIDDING DOCUMENTS

CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	a. Section-ITB-Instructions to Bidders
	b. Section-GCC-General Terms and Conditions of Contract.

20.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

21.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit

in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the

Website / issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not

later than **7 (Seven) days** prior to the deadline for submission of bids prescribed by owner. Written copies of owner's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document. Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

22.0 AMENDMENT TO BIDDING DOCUMENT

At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).

The amendment will be notified in the e-procurement portal. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids as deemed fit.

Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

23.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

DOCUMENTS COMPRISING THE BID

23.1 The Bidder shall complete the Bid Form, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the services to be rendered, a brief description of services, quantity and prices and **upload in the e-procurement portal**.

23.2 The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying General Conditions of Contract if any.

23.3 The Earnest Money Deposit shall be uploaded /furnished in accordance with the EMD clause.

24.0 EARNEST MONEY DEPOSIT (BID GUARANTEE)

The bidders shall pay EMD of **Rs. 5,20,959/-** through any one of the e-payment modes mentioned in the e-Procurement Portal.

25.0 The bid guarantee may be forfeited:

a. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or

b. In case of a successful Bidder, if the Bidder fails to sign the Contract; or furnishing the Agreement within the prescribed date.

c. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit.

26.0 E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the e-Procurement portal using the payment modes prescribed in the portal.

26 PERIOD OF VALIDITY OF BIDS

27.1 Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.

27.2 In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid

security. A Bidder granting the request will not be required or permitted to modify its bid.

28 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

29 **BASIS OF EVALUATION & COMPARISON**

The bidders shall quote for the security guard service in price schedule by clearly indicating the break up as mentioned in the price bid and L1 will be arrived based on the total price quoted for the entire services called for in the tender.

30 **The techno – commercial evaluation:**

For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Payment of the EMD
b) Qualifying Requirements
c) Acceptance for payment terms & confirming to all terms and other

commercial conditions

d) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

e) Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a subject deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

31 COMPARISON OF PRICE BIDS

The Chief Engineer, (Ele.,) C,O&M, BMANZ, BESCOM, #8,Nandi Durga Road, Benson Town Bangalore 560 046 will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall

be on the basis of total cost for the services, which shall include all the wages as well as taxes and also any discounts offered by the Bidder.

All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

32 FORMAT OF BID

32.1 The bids shall be **uploaded in the e-procurement portal**, on or before the last date and time of submission of bids. Bids not submitted through e-procurement portal and non submission of EMD will be disqualified.

32.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the E-Procurement website **(www.kppp.karnataka.gov.in)**

33 DEADLINE FOR SUBMISSION OF BIDS

33.1 Bids must be uploaded in the e-procurement portal on or before **11.09.2023 up to 16:00hrs.**

33.2 Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

34 MODIFICATION AND WITHDRAWAL OF BIDS

34.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.

34.2 No bid may be modified subsequent to the deadline for submission of bids.

34.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

35 OPENING OF BIDS

35.1 Owner will open bids submitted through e-procurement portal in the presence of Bidders' representatives (up to 2 persons) who choose to attend at the date and time for opening of bids or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders. The Bidders' representatives, who are present, shall sign in a register evidencing their attendance.

35.2 The Bidders' names, bid withdrawals and the presence or absence of the requisite EMD and such other details as owner, at its discretion, may consider appropriate will be announced at the techno-commercial bid opening.

35.3 No electronic recording devices will be permitted during bid opening.

35.4 The price bids of all the Techno-Commercial responsive bidders shall be opened in the presence of representatives (up to two per firm) of such bidders who choose to be present. The date and time of opening the price bid shall be intimated later.

36 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

37 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

38 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically compliant.

39 AWARD CRITERIA

BESCOM will place the Contract Order on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

40 **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

41 **NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:**

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

42 **NOTIFICATION OF AWARD:** Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or fax, that its bid has been accepted.

43 Issue of contract Order

Contract order will be issued by the Chief Engineer, (Ele.,) C,O&M, BMANZ, BESCOM, #8,Nandi Durga Road, Benson Town Bangalore 560 046 Whatever may be the conditions of sale specified or indicated in the quotations, it is only the conditions indicated in the Contract Order and Scope of the work / technical specifications which will be binding upon BESCOM. On receipt of the Contract Order if any successful bidder finds his inability to accept any of the

terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

43 **Termination of Contract**:

The Contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the Security Deposit /EMD amount paid by the contractor will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&PF amount of its employees to the concerned authority.
e. If the agency fails to make payment to security guards within the time specified above under mode of payment clause.
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied/services provided.

For any enquiries/held with respect to the tender floated in the e-procurement portal the details are as follows:

Support Timings: (9.00 am to 9.00 pm) Help Desk: 080-22485867/22485927
Or E-mail: hphelpdesk.blr@rteservices.com

Approved by

Chief Engineer (Ele,)